

APPENDIX 2

ATTENTION:**Certain Raytheon Health Benefits Plan Participants and Beneficiaries:****A SETTLEMENT AGREEMENT MAY AFFECT YOUR RIGHTS.**

A court authorized this notice. This is not a solicitation from a lawyer.

- In 2020, an individual diagnosed with autism and his parents (collectively, “Named Plaintiffs”) sued Raytheon Company, Raytheon Health Benefits Plan (the “Plan”), and the plan administrator of the Plan (William M. Bull)(collectively, “Defendants”) in a putative class action lawsuit: *N.R. et al. v. Raytheon Company et al.*, No. 1:20-cv-10153 (“Lawsuit”). The Named Plaintiffs sought coverage for speech, habilitative and non-restorative therapy services (collectively, “Speech Therapy,” as defined in FAQ #1 below) to treat autism and other Qualified Mental Health Conditions (as defined in FAQ #1 below) . Separate and independent of the Lawsuit, Defendants decided to change the Plan to begin providing coverage for medically necessary Speech Therapy, without exclusions for non-restorative or habilitative services as of January 1, 2022.
- Named Plaintiffs and Defendants have reached a settlement agreement (“Agreement”) under which (1) the Plan will continue to provide coverage of medically necessary Speech Therapy for Qualified Mental Health Conditions through at least December 31, 2027 without exclusions for non-restorative or habilitative services; (2) Defendants will pay a total of \$640,000 into a Settlement Fund (i) to reimburse Class Members (as defined in FAQ #1 below) certain amounts for qualifying expenses for uncovered Speech Therapy for Qualified Mental Health Conditions received between January 24, 2014 and December 31, 2021and (ii) to pay for court-approved attorney fees, litigation costs, case contribution award, administrative costs, and other expenses; and (3) Named Plaintiffs and Class Members will release certain claims against Defendants and their affiliates. The Agreement, and other materials related to the Lawsuit (described below) can be found at www.sylaw.com/raytheonsettlement.
- The United States District Court for the District of Massachusetts has granted preliminary approval of the Agreement and has ordered that this notice be provided to all potential Class Members.

Your Legal Rights In This Lawsuit	
You may comment on the proposed Agreement.	<p>You have the right to comment on, object to, or support the proposed Agreement. The Court will decide whether to approve or reject the proposed Agreement after a Final Hearing currently scheduled for _____ 2022 at ____ a.m./p.m. at the United States Courthouse, 1 Courthouse Way, Suite 2300 Boston, Massachusetts 02210.</p> <p>You may submit written comments or objections that you wish to be considered by the Court no later than ____, 2022. You should not call the Court.</p>
You may make a claim.	<p>You may submit a claim if you qualify as a Class Member and incurred qualifying out-of-pocket unreimbursed costs for Speech Therapy for a Qualified Mental Health Condition while you were covered by the Plan at any time between January 24, 2014 and December 31, 2021. Claims must be submitted by _____2022. A claim form with instructions is included with this notice.</p>
You may do nothing.	<p>You do not need to take any action to receive coverage for medically necessary Speech Therapy as of January 1, 2022, if you are enrolled in the Plan. If the Agreement is approved, and you qualify as a Class Member, any claims you have against Defendants regarding denials of coverage of Speech Therapy for Qualified Mental Health Conditions from January 24, 2014-</p>

	December 31, 2021 that were or could have been brought in this litigation, will be released.
You may not ask to be excluded.	You cannot exclude yourself from the lawsuit. The Court has certified the class for settlement purposes under Federal Rule of Civil Procedure 23(b)(1) ("Rule 23(b)(1)"). A Class Member may not opt out of a Rule 23(b)(1) class, meaning that you may not file a separate lawsuit for any of the claims released under the Agreement.

FREQUENTLY ASKED QUESTIONS ("FAQs")

1. Why did I get this notice?

You are receiving this notice because you or a member of your family were a participant or beneficiary in the Plan between January 24, 2014, and December 31, 2021 and submitted a claim to the Plan with a diagnosis of a Qualified Mental Health Condition. **You are not a Class Member simply because you got this notice.**

Only individuals who are qualified participants or beneficiaries under the Plan and who received medically necessary Speech Therapy to treat Qualified Mental Health Conditions between January 24, 2014 and December 31, 2021 can be "Class Members." A complete definition of the Class appears at www.sylaw.com/raytheonsettlement.

If you or a member of your family did NOT receive Speech Therapy to treat Qualified Mental Health Conditions between January 24, 2014 and December 31, 2021, then you are NOT in the Class and you may disregard this notice.

For purposes of the Agreement, this notice, and the enclosed claim form and instructions:

"Speech Therapy" has the meaning provided by Section 1.21 of the Agreement (which requires that the relevant service be described in certain CPT codes).

"Qualified Mental Health Condition" means one of the conditions listed in Appendix A to the Agreement. See Agreement § 1.17.

2. What is a Class Action, and who is involved?

In a Class Action lawsuit, individuals or entities (here the Named Plaintiffs) sue individuals or entities (here, the Defendants) on behalf of themselves and others ("Class" or "Class Members") who may have a similar claim. In a Class Action lawsuit, one Court makes decisions on behalf of everyone in the Class. In this lawsuit, the Named Plaintiffs are parents of a dependent child with autism. You and the other people receiving this notice may be Class Members.

3. What is this Lawsuit about?

In the Lawsuit, the Named Plaintiffs claim that Defendants excluded coverage of medically necessary Speech Therapy to treat autism and other Qualified Mental Health Conditions. They allege that this exclusion violated the Plan and the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 (“Federal Parity Act”). Defendants deny all claims made in the Lawsuit and denied that they violated the Plan terms or the Federal Parity Act or any other law.

4. What does the proposed Settlement Agreement provide?

The main points of the Agreement are described below. You are encouraged to review the entire proposed Agreement, which is available at www.sylaw.com/raytheonsettlement. The Agreement provides the details of the proposed settlement and, if approved by the Court, will establish the controlling terms of the settlement. For the Agreement to be effective, the Court must approve it after the Final Hearing.

- ♦ **Coverage of Speech Therapy to treat Qualified Mental Health Conditions through at least December 31, 2027**

Since January 1, 2022, the Plan has covered medically necessary Speech Therapy without any exclusions for non-restorative or habilitative services. Under the Agreement (subject to certain narrow exceptions, such as certain material changes in the law), Defendants will continue to cover medically necessary Speech Therapy to treat Qualified Mental Health Conditions without exclusions for non-restorative or habilitative services through at least December 31, 2027.

- ♦ **Reimbursement of Unreimbursed Speech Therapy for Qualified Mental Health Conditions and Payment of other Amounts from a Settlement Fund**

The Agreement provides for the creation of a Settlement Fund. Defendants will pay a total of \$640,000 into the Settlement Fund. The Settlement Fund will pay certain amounts for qualifying unreimbursed expenses for Speech Therapy received by Class Members between January 24, 2014, and December 31, 2021. In addition, the Settlement Fund will pay for Class Counsel’s attorney fees and litigation costs, arbitration costs, taxes, the costs of claims administration and class notice, and a case contribution award to the Named Plaintiffs.

- ♦ **Claims Process for Unreimbursed Speech Therapy for Qualified Mental Health Conditions**

A Class Member (through his or her parents and/or legal guardian if under 18) will be eligible for payment from the Settlement Fund upon submission of a claim form. The claim form that must be used is enclosed (with instructions) as part of this notice. It is very important that individuals submitting claims carefully review and follow the claim form instructions. Among other things, the claim form contains verification of the following five items:

1. the Class Member’s diagnosis with a Qualified Mental Health Condition;
2. the date(s) the Class Member received Speech Therapy to treat the Qualified Mental Health Condition between January 24, 2014 and December 31, 2021 (month/year) and a description of the services;
3. the names of provider(s) of the Speech Therapy as well as addresses and phone numbers, if available;

4. the unreimbursed charges associated with that Speech Therapy; and
5. that the claim for the Speech Therapy was not (and will not be) assigned.

Agreement §§ 8.5.1.1, 8.5.1.2, 8.5.2. As specified in the enclosed claim form instructions, the claim must also include certain documents supporting the items above.

A Claims Processor will review the claims to confirm that required items and documentation are included with the claim form and will deduct 20% from the total verified amount of any approved claim. This 20% reduction applies to all approved claims to reflect the estimated, aggregate co-payments and deductibles that would have been paid by Class Members as a whole had their claims been covered by the Plan (and applies to each approved claim without proof or demonstration that that particular claim would have been subject to co-payments and/or deductions if it had been covered by the Plan). Agreement § 8.5.2.4. The Claims Processor must provide a Class Member with notice and an opportunity to cure any problems with the claim, and Class Counsel may assist Class Members in making any claim. Agreement §§ 8.5.3 and 8.5.4.

- ◆ **Attorney Fees and Litigation Costs**

Class Counsel may apply for reasonable attorney fees of up to \$150,000.00 and for litigation costs of \$6,321.67 to be paid from the Settlement Fund subject to review and approval by the Court. Agreement §§ 12.1, 12.2.

- ◆ **Case Contribution Award**

A case contribution award of \$5,000 for the Named Plaintiffs will be requested from the Settlement Fund. Agreement § 12.3. The Court must approve the case contribution award. *Id.*

- ◆ **Comment on Award of Attorney Fees, Litigation Costs, and Case Contribution Awards.**

You are permitted to review, object to, support or comment on any request for attorney fees, litigation costs, and case contribution award as described in FAQ #6 below. On or before _____, Class Counsel will post the Motion for award of attorney fees, costs, and case contribution award on www.sylaw.com/raytheonsettlement. You may also request that a copy of the Motion directly from Class Counsel.

- ◆ **Insufficient or Excess Funds**

Class Counsel expects, but does not guarantee, that the Settlement Fund will be sufficient to pay all Class Members' valid and approved claims after payment of attorney fees, litigation costs, the case contribution award, arbitration costs, taxes, and administration costs. If, after payment of these amounts, insufficient funds remain in the Settlement Fund to pay all Class Members who filed valid and approved claims in full (after the 20% reduction described above), then all Class Members will receive a *pro rata* (percentage) distribution of their approved claimed amount from the amount remaining in the Settlement Fund. Agreement § 8.7. If excess funds remain in the Settlement Fund after all payments described in the Agreement are made, then those excess funds shall be returned to the Defendants. *Id.*, § 8.6.

- ◆ **Settlement Class Release**

Class Members will release Defendants (and their affiliates) from any and all claims related to Speech Therapy that were or could have been brought in the Lawsuit. Agreement §§ 1.4, 1.15, 3. This means that if you have any actual or potential claims relating to the coverage of, or benefits for, Speech Therapy

received through December 31, 2027 for Qualified Mental Health Conditions, those claims will be resolved as part of the Agreement, and your right to payment for any damages or other relief for those claims will be governed exclusively by the Agreement. However, Class Members may still bring claims arising after the Effective Date of the Agreement, based upon a reason not addressed by the Agreement, such as an individual Speech Therapy denial based on a lack of medical necessity.

5. When will Payment of Valid Approved Claims be made from the Settlement Fund?

The Court must finally approve the Agreement and, if any Class Member appeals, a final decision on any appeal(s) must be made before payment of valid, approved claims can be made. If you have questions, you may refer to www.sylaw.com/raytheonsettlement or contact Class counsel: Eleanor Hamburger at (206) 223-0303 or ehamburger@sylaw.com.

6. How can I respond to the proposed Settlement Agreement?

♦ You May Comment on, Object to, or Support the Proposed Agreement and/or the requested awards of attorney fees, litigation costs, and case contribution award.

The Court will hold a hearing on the proposed Agreement to consider comments and approve or reject the Agreement and the application for attorney fees, litigation costs, and case contribution award.

- The Court currently has scheduled a hearing for _____ at __ a.m./p.m. The hearing will be located at United States Courthouse, 1 Courthouse Way, Suite 2300 Boston, Massachusetts 02210.
- The hearing date, time, and location can change without further notice. Please contact Class Counsel if you want to confirm the date, time, and location of the hearing as that date approaches.

All comments on the Agreement and the application for the award of attorney fees, litigation costs, and case contribution award must be submitted in advance to the address listed below. You are not required to submit comments or attend the hearing.

You may attend the hearing and may choose to bring a legal representative if you wish and at your own expense. You must tell the Court if you plan to come to the hearing to object to, comment on, or formally support the Agreement or application for the award of attorney fees, litigation costs, and case contribution award by _____.

If you choose to submit written comments or appear at the Court hearing, your letter must be received no later than _____ and must be mailed to:

N.R. v. Raytheon Company *et al.*, Settlement Hearing
United States Courthouse
1 Courthouse Way, Suite 2300
Boston, Massachusetts 02210

All communications with the Court must be in writing, and Class Members should not attempt to call the Court.

7. What happens if I do nothing at all?

You are not required to take action. You may still be eligible for coverage for medically necessary Speech Therapy, after January 1, 2022, if you are enrolled in the Plan. *See* FAQ #4 above (under “Coverage of Speech Therapy to treat Qualified Mental Health Conditions through at least December 31, 2027”). If you are a Class Member and the Court approves the settlement, any claims you have against Defendants regarding Speech Therapy that could have been brought in this Lawsuit will be released as described in FAQ #4 above (under “Settlement Class Release”).

8. Where can I get more information?

For information about your rights related to the Lawsuit, you may refer to the information at www.sylaw.com/raytheonsettlement, or call or write Class Counsel:

Eleanor Hamburger
SIRIANNI YOUTZ SPOONEMORE HAMBURGER PLLC
3101 Western Avenue, Suite 350
Seattle, WA 98121
Tel. (206) 223-0303; Email: ehamburger@sylaw.com

You may request from Class Counsel copies of any of the documents in this matter, including the motion for preliminary approval of the Agreement, which details the settlement and explains in more detail the reasons why approval is being requested.

For information about the Speech Therapy benefits under the Plan described in FAQ #4 above (under “Coverage of Speech Therapy to treat Qualified Mental Health Conditions through at least December 31, 2027”), you may call the Raytheon Technologies Benefits Center at 800-243-8135, or visit the Raytheon Technologies Health Plan’s website at Your Gateway.

CLAIM FORM FOR _____

Please print your name

NOTE: If you need additional pages for more claims, you may either make a copy of this blank Claim Form or obtain additional forms from www.sylaw.com/raytheonsettlement. You must also fill out the back side of this form to be eligible for reimbursement. Review and follow the enclosed Claim Form Instructions carefully when submitting a claim.

Date of Service (at least month and year) (Required)	Provider Name (and address and phone number, if available) (Required)	Description of Service (including frequency and duration) (Required)	Amount You Paid or Owe for the Service (Required)	Was this claim previously submitted to the Raytheon Plan for coverage? (Y/N)

Important Note: You must attach to this form and include in your submission all supporting documentation required by the enclosed "Claim Form Instructions."

DO NOT SEND ORIGINALS AS THEY WILL NOT BE RETURNED TO YOU.

N.R. v. Raytheon Company et al. Settlement

CERTIFICATION OF PAYMENT(S)

I hereby certify the following under penalty of perjury under the laws of the United States:

- I (or my dependents) incurred out-of-pocket expenses, or debt, for Speech Therapy to treat Qualified Mental Health Conditions, at a time that the person receiving the services was covered by the Raytheon Health Benefits Plan, as set forth on the Claim Form on the back of this page and any additional pages and required supporting documentation I have attached.
- I (or a member of my family) paid those expenses or that debt or I continue to owe the amount of the expenses or debt.
- The right to receive payment for those expenses has not been assigned to any third party, and I agree that I will not assign that right to any third party.
- These expenses have not been covered by other health insurance and have not been paid by or reimbursed by another payor, insurer, entity, plan, or person other than the person who received the services (or a member of his or her family).
- The information provided in, and the documentation submitted with this Claim Form are true and correct.

Signature: _____ Date: _____

Type or Print Your Name (required): _____

Name of Person who received speech therapy services and relationship to you (required):

Diagnosis for which speech therapy was provided (required): _____

Diagnosis made by: _____ (Name of provider required)

Date of Diagnosis: _____ (Date of original diagnosis required)

Important Note: You **must** include this claim form the elements of proof and the supporting documents required by the enclosed "Instructions for Claim Form."

Current Address: _____
(Street or P.O. Box)

City, State and Zip Code

Daytime/Evening
Telephone Numbers: _____ (day) _____ (eve.)

Email Address: _____

If you received this notice in the mail, then please write your identification number (from the address label on the envelope) here: _____

N.R. v. Raytheon Company et al. Settlement

CLAIM FORM INSTRUCTIONS

You must complete and return a Claim Form if you wish to be reimbursed for out-of-pocket payments or debt owed for the cost of Speech Therapy for Qualified Mental Health Conditions incurred between January 24, 2014 and December 31, 2021 under the terms of the Settlement Agreement. You must complete both the front and back of the Claim Form. **It is important that you review and follow these instructions carefully in filing a claim.** (See the FAQ #1 of the enclosed notice for definitions of Speech Therapy and Qualified Mental Health Condition.)

**All claims must be received by the Claims Administrator by no later than _____, 2022.
Any claims received after this date will not be eligible for payment.**

A. Front and Back of Claim Form Must Be Completed.

For each date of Speech Therapy, you must identify, on the Claim Form: (1) the date of service (month/year); (2) the name of the provider on that date and each provider's address and phone number, if available; (3) a short description of the service; and (4) the amount paid or debt owed related to the service. *You must also sign the back of the form and certify that the information you have provided is true and correct under penalty of perjury.*

B. Supporting Documentation.

In addition to the Claim Form, *you must verify* that the person who received the Speech Therapy had a diagnosis with a Qualified Mental Health Condition for which they received Speech Therapy (including the name of the provider who made the diagnosis and the date of diagnosis and address and phone number, if available), and *you must submit with the Claim Form* supporting documentation as proof of Speech Therapy dates and provider and description of the services, and proof of payment or obligation to pay, as described below.

1. Proof of Speech Therapy dates and a description of the services can be evidenced by clinical notes, an appointment schedule/log created at the time of treatment, invoices seeking payment that include dates of service, (in the case of description of the services) the CPT codes included in the invoice or other communication from the provider, or other evidence of similar reliability.
2. The identity of the provider of Speech Therapy can be evidenced by identification on clinical notes, appointment schedule/logs, invoices, or other documents of similar reliability.
3. Proof of payment or debt owed for the Speech Therapy may consist of: cancelled checks, credit card account statements, provider ledgers, invoices stamped "paid" or showing amounts due, checking account statements, signed letters from the provider or provider's employer documenting the amount paid or debt incurred (so long as the letter clearly connects payments or debt with specific Speech Therapy

dates), or other evidence of similar reliability and containing similar specificity connecting payments/debt to the Speech Therapy date(s).

C. All Claims Submitted in One Mailing.

All claims (with supporting documentation) should be submitted in a single mailing. You may obtain additional copies of Claim Forms from www.sylaw.com/raytheonsettlement or make copies of the form yourself. Documents that you submit will not be returned, so please do not send original documents and you are encouraged to keep a copy of your submission for your records.

D. Mail Your Claim Form.

Your Claim Form (with supporting documentation) must be mailed to:

RTX Settlement Claims Processing
(Insert address)

You may not submit Claim Forms by telephone, fax, e-mail, or other means. If you want verification that your Claim Form was received, then you must mail your Claim Form via registered or certified mail.

Your Claim Form with attached documentation must be **received** by _____, 2022. Please mail the form with sufficient time for delivery.

E. Investigation.

The Claims Administrator, Defendants, and/or Class Counsel may independently investigate to confirm any claim. By submitting a Claim Form you agree that such an investigation may be made. The failure to cooperate may be grounds to deny a claim.

F. Payment of Claims.

After you submit your claim, the Claims Processor will process the claim and determine whether you may be paid out of the settlement funds. Payment is contingent upon final Court approval of the proposed Agreement. This process will take several months.

If your claim is approved by the Claims Processor and authorized by the Court, you will be mailed a check for the approved amount of the claim. If your claim is denied, in whole or in part, the Claims Processor will provide a letter of explanation. That letter will explain why your claim was denied. You will be given an opportunity to correct any problems. If you disagree with the Claims Processor's determination, then you may follow the steps set forth in the denial letter to appeal.

Questions?

If you have questions about how to complete this Claim Form, you may contact Class Counsel, Sirianni Youtz Spoonemore Hamburger, at (206) 223-0303 or ehamburger@sylaw.com.